



**Proposition 207  
Waiver of Claims for Diminution of Value**

(Annexation, CMP, General Plan Amendment, Area Plan, Lot Split,  
Minor Subdivision, Rezoning, Use Overlay, Use Permit, Variance)

**City of Buckeye  
Development Services Department**

530 East Monroe Avenue  
Buckeye, Arizona 85326

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**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE  
UNDER ARIZ. REV. STAT. §§ 12-1134 to 1136**

This Waiver of Claims for Diminution of Value under ARIZ. REV. STAT. §§ 12-1134 - 1136 (this "Waiver") is made between \_\_\_\_\_ (the "Owner") and City of Buckeye, Arizona (the "City") regarding the following property (the "Property"):

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**[Enter legal description, or "See legal description set forth in Exhibit A attached hereto and incorporated as if fully set forth herein" and then include legal description as Exhibit A to this waiver.]**

**RECITALS**

A. Owner is the current owner of all right, title and interest in the Property, and became the owner of all right, title and interest in the Property on \_\_\_\_\_. **[If there are other owners, or others with an interest in the property, they need to be listed above, and need to be signatories.]**

B. The Owner has applied for a **[Enter type of approval requested by the applicant – i.e. annexation, rezoning, use permit, variance, general plan amendment – with application numbers, file numbers, etc.]** (the "Application") which effects the existing right to use, divide, sell, or possess the Property. The Application was submitted to the City on \_\_\_\_\_.

C. The Owner(s) has obtained advice from legal counsel or has declined to obtain advice from legal counsel on this Waiver and the Owner voluntarily agrees to and submits this Waiver in accordance with ARIZ. REV. STAT. § 12-1134(I), as amended.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto state, confirm and agree as follows:

1. Owner agrees and consents to all the conditions and stipulations imposed by the City on the approval of the Application (the "Approval") and by signing this Waiver waives any and all claims, suits, damages, compensation and causes of action for diminution of value to the Property the Owner of the Property may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-

1136, as amended, resulting from the Approval and any other "land use law", as such term is defined in ARIZ. REV. STAT. § 12-1136, as amended, that (a) is enacted, adopted or applied by the City now or hereafter relating to or consistent with the Approval and (b) that directly governs the Property.

2. Owner acknowledges and agrees that the Approval causes an increase in the fair market value of the Property.

3. The Owner warrants and represents that Owner is the owner of all right, title and interest to the Property, and that no other person has an ownership interest in the Property **[if more than one owner this will need to be modified]**. Prior to Owner's transfer, sale, or conveyance of all or any part of its right, title and interest in the Property at any time within thirty (30) days of the Approval, Owner shall notify the City of said transfer, sale or conveyance, and shall require the new Owner to execute and agree to this Waiver as part of any transfer, sale or conveyance of the Property. The person who signs on behalf of Owner personally warrants and guarantees to the City **[he/she/they]** have the legal power to bind Owner to this Waiver.

4. Owner agrees and understands that the conditions and stipulations imposed upon the Approval may be modified, amended or supplemented by the City Council. If the conditions or stipulations upon this Approval are modified, amended, or supplemented by the City Council, Owner agrees and understands that it will be a condition of the Approval that Owner executes the Acknowledgement and Agreement to Modification, Amendment or Supplement to Conditions or Stipulations of Approval, attached hereto as Exhibit B and incorporated herein by reference (the "Acknowledgment") and, when executed, such Acknowledgement shall amend and become a part of this Waiver.

5. This Waiver, any exhibits attached hereto, and any addenda, constitute the entire understanding and agreement of the Owner and the City and shall supersede all prior agreements or understandings between the Owner and City regarding the Property. This Waiver may not be modified or amended except by written agreement by the Owner and City.

6. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of \_\_\_\_\_, 20\_\_.

**"City"**

CITY OF BUCKEYE, an

Arizona municipal corporation

By: \_\_\_\_\_  
Jackie A. Meck, Mayor

ATTEST:

\_\_\_\_\_  
Lucinda Aja, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott W. Ruby, City Attorney

**"Owner"**

**[Insert legal name of Owner entity]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(ACKNOWLEDGEMENT)

STATE OF ARIZONA        )  
                                      ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by **[Name of authorized signatory]**, the **[Title of authorized signatory]** of **[Legal title of Owner entity]**, a[n] **[State of entity formation]**

**[Legal status of Owner entity – i.e. corporation, limited liability company, etc.], on behalf of [Legal title of Owner entity].**

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Notary Public in and for the State of Arizona

Commission and Seal:

**EXHIBIT A  
TO  
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE  
BETWEEN  
THE CITY OF BUCKEYE  
AND  
[ENTER LEGAL NAME OF ENTITY]**

[Legal Description]

See following page(s).

**EXHIBIT B  
TO  
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE  
BETWEEN  
THE CITY OF BUCKEYE  
AND  
[ENTER LEGAL NAME OF ENTITY]**

[Acknowledgment of Modification, Amendment or Supplement]

See following page.

**ACKNOWLEDGEMENT AND AGREEMENT TO  
MODIFICATION, AMENDMENT OR SUPPLEMENT  
TO CONDITIONS OR STIPULATIONS OF APPROVAL**

The City and Owner entered into that certain Waiver of Claims for Diminution of Value, dated \_\_\_\_\_, 20\_\_ (the "Waiver"). Pursuant to Section 4 of the Waiver, Owner hereby acknowledges and agrees to all the modified, amended or supplemental conditions or stipulations imposed by the City on the Approval and by signing this Acknowledgement reaffirms and restates all of the terms and conditions of the Waiver and further acknowledges and agrees that the Approval, as conditioned and stipulated, causes an increase in the fair market value of the Property.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Waiver. Except as specifically modified by this Acknowledgement, all other terms of the Waiver shall remain in full force and effect.

**"Owner"**

**[Insert legal name of Owner entity]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(ACKNOWLEDGEMENT)

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by **[Name of authorized signatory]**, the **[Title of authorized signatory]** of **[Legal title of Owner entity]**, a[n] **[State of entity formation]** **[Legal status of Owner entity – i.e. corporation, limited liability company, etc.]**, on behalf of **[Legal title of Owner entity]**.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

Commission and Seal: